

## TERMS AND CONDITIONS

### TAILOR-MADE TUITION

We are committed to meeting the requirements of our students. However, tailor-made tuition requires guidelines that we would ask you to consider carefully. This type of tuition is an arrangement where an absence on the part of the student(s) can mean a loss of money and complications for both parties and for the Institution. To avoid misunderstandings and inconvenience, we propose the following conditions:

1. Course booking is complete only once the payment for the course has been made and the student(s) have acknowledged acceptance of the following terms and conditions. Please read them carefully, as they may have changed since your last enrolment.

#### Course fees

2. Fees are payable in advance upon receipt of the invoice and no later than five working days prior to the first lesson. They are not subject to VAT. For business bookings where credit is accepted, a written acceptance of the charge or a valid Purchase Order from the company must be received at least five working days before the first lesson.
3. We regret that payment of course fees in instalments is not accepted.
4. Course contracts paid for may be canceled up to three working days before the first scheduled class. The statutory 14-day cooling off period applies. In this case, requests must be made in writing to [reception@afmanchester.org](mailto:reception@afmanchester.org). Any cancellations sent to any other address may not be received in time.
5. After the first class has taken place, the course contract cannot be cancelled, and no total or partial refund can be granted. The Alliance Française de Manchester (hereafter AFM) cannot accept any responsibility for unforeseen changes in students' circumstances.
6. Fees include free membership to the AFM library and cultural centre for one year from date of payment. They also include access to the online student portal for the duration of the course.
7. All lessons within a contract of 5 to 9 hours must be used within 3 months, starting on the day of the first lesson. All lessons within a contract of 10 to 15 hours must be used within 4 months, starting on the day of the first lesson. All lessons within a contract of 16 to 20 hours or more must be used within 6 months, starting on the day of the first lesson. Any outstanding lesson time which is not used within these time frames due to postponement or missed lessons on the student's part will be lost.
8. Fees paid for tailor-made tuition contracts cannot be transferred to pay for group courses nor transferred to another student.

#### Cancellations and rescheduling classes

9. A time will be decided for the classes, and the student(s) and the AFM will try to maintain this time as the regular class schedule as far as possible. In case of a change of circumstances for either party, this time slot may need to change to another regular slot. The identified time slot is not material to the contract and may be subject to alteration.
10. For safeguarding reasons, for 1-to-1 classes with a student under the age of 18, where the student(s) and the teacher agree on a time different to the regular slot, the AFM will send an e-mail about the new time to the parent(s)/guardian(s) and will wait for a confirmation before booking the new time.
11. For any cancellation of a scheduled class by the student(s), **the office of the AFM must be informed by TELEPHONE:**
  - In the case of a class due to take place on a **Tuesday, Wednesday, Thursday or Friday**, no later than **12pm on the day before the class** is due to take place.
  - In the case of a class due to take place on a **Monday or a Saturday**, no later than **Friday 12pm**.

If notification is received in time, another class will be arranged by the teacher, who will inform the office, or by the AFM office in agreement with the teacher.

12. For any cancellations received on the day of the class or after the deadline mentioned above, we will need to charge for the full amount of the class.
13. If the teacher allocated to your course is unable to attend or conduct the course due to circumstances beyond our control (e.g. illness or technical failure), we will contact you as soon as we can to reschedule or we will allocate another teacher as appropriate. The maximum duration of your contract will be extended if we need to postpone your class.

14. The Alliance Française de Manchester cannot accept any responsibility for unforeseen events which prevent a student from attending or receiving a class on days when the premises remain open, such as strikes, adverse weather conditions, transport malfunction or technical difficulties, and cannot refund or replace the class under these circumstances.
15. For distance-learning classes, no total or partial refund can be granted for courses where the student's technical equipment fails or is inadequate, or their internet connection becomes inadequate part-way through a course or after the course has begun. Students are advised to check that they have all the necessary equipment and a suitable internet connection before the course begins and to download the Zoom application in advance.
16. For classes scheduled to be held at the premises, we reserve the right to move the course online without refunds or credits should this become necessary due to health recommendations, an outbreak at an institutional level, or a worsening local health situation.

## General

17. During your initial consultation with one of our teachers, you will be provided advice on your objectives and learning goals. We strongly recommend you follow the advice and reserve the right to refuse an enrolment where we believe the learning objectives are not achievable.
18. Distance-learning classes are conducted via Zoom. For the best experience, we recommend connecting via the app and using a computer (rather than a tablet or phone), with a headset equipped with microphone, and a webcam (which may be integrated or external).
19. For online classes, to facilitate an interactive course experience, we request that you activate your camera and microphone. If there are circumstances which make this difficult for you, please contact us before your class starts.
20. Students may not record any lessons, using any device. It is forbidden to publish on the Internet or on any public media any videos or images acquired during remote or onsite teaching activities, featuring voices or images of teachers, personnel, or other students of the AFM.
21. One or several teachers may be allocated to you throughout the period of your contract, to best suit your requirements and our operational needs.
22. Our teachers have signed a contract with the AFM which does not allow them to teach privately a student who has first been introduced by the AFM. We ask that our students respect this policy.
23. The AFM reserves the right to refuse admission/enrolment and to cancel a course contract without refund for any client in the event of serious contravention of the Code of Conduct, which is available on our website and at our reception.
24. The AFM further reserves the right to refuse admission/enrolment and to cancel a course contract without refund in the event of non-observance of the Health & Safety Procedures which are in place.
25. Any person expelled shall have the right of appeal BUT the appeal:
  - a) shall be in writing and shall be delivered by either recorded delivery post or electronic mail and in either case addressed to the Managing Director at the AFM within seven days of the expulsion;
  - b) shall set out the grounds on which the appeal is based.
 The notice and grounds will be considered by two members of the Board within seven days of receipt and their decision notified within seven days thereafter. Such a decision shall be final.
26. The AFM reserves the right to refuse or revoke an enrolment where false information has been provided by the client.
27. Any complaint or commendation can be made in writing to the Managing Director ([director@afmanchester.org](mailto:director@afmanchester.org)).
28. Personal Data will be handled according to our Privacy Policy available on our website and at our reception.
29. The AFM is closed for 2 weeks at Christmas and 1 week at Easter. Dates are available on our website. Classes which fall on Bank Holidays will be rescheduled for another weekday or postponed by one week, whichever is most convenient to both the student(s) and the tutor.
30. In the event of an incident beyond our control which forces closure of the AFM or prevents us from delivering classes (e.g. pandemic resurgence, extreme weather event, generalised internet failure, government order, local council order, or advice from the emergency services), we will endeavour to replace the classes with a suitable alternative to the best of our ability, but where this is not possible, we reserve the right to cancel any courses scheduled for the days concerned, without refund. If possible, such a closure will be advertised on the AFM website or otherwise communicated to the students concerned.
31. Students are responsible for their own property while on the premises. The AFM cannot take responsibility for any loss or damage to personal effects.